



# St. Louis Southwestern Railway Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

June 17, 1986

REGISTRATION NO. 7294-1185

VIA CERTIFIED MAIL

JUN 24 1986 -10 15 PM

Mr. James H. Bayne INTERSTATE COMMERCE COMMISSION  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue  
Washington, D.C. 20423

Date 6/24/86

Fee \$20.00

ICC Washington 7294-1185

JUN 24 1986 -10 15 PM

INTERSTATE COMMERCE COMMISSION

RE: I.C.C. Finance Docket No. 27527 --  
St. Louis Southwestern Railway Company  
Equipment Trust Agreement, Series C

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) fully executed counterparts of Seventh Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of May 30, 1986, to Equipment Trust Agreement dated as of January 1, 1974, creating St. Louis Southwestern Railway Company Equipment Trust, Series C, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Equipment Trust Agreement dated as of January 1, 1974, recorded on January 7, 1974, at 2:05 PM, assigned Recordation No. 7294;

First Supplement to Equipment Trust Agreement dated as of December 7, 1979, recorded on December 14, 1979, at 4:10 PM, assigned Recordation No. 7294-A;

Second Supplement to Equipment Trust Agreement dated as of June 2, 1980, recorded on August 22, 1980, at 2:40 PM, assigned Recordation No. 7294-B;

Third Supplement to Equipment Trust Agreement dated as of August 1, 1982, recorded on August 11, 1982, at 10:50 AM, assigned Recordation No. 7294-C;

Fourth Supplement to Equipment Trust Agreement dated as of October 10, 1983, recorded on October 24, 1983, at 3:15 PM, assigned Recordation No. 7294-D;

a Southern Pacific subsidiary

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Fifth Supplement to Equipment Trust Agreement  
dated as of June 1, 1984, recorded on  
June 19, 1984, at 3:10 PM, assigned Recordation  
No. 7294-E; and

Sixth Supplement to Equipment Trust Agreement  
dated as of July 22, 1985, recorded on  
September 4, 1985, at 11:05 AM, assigned  
Recordation No. 7294-F.

In connection with the recording of the Seventh Supplement  
and Assignment and Transfer, each dated as of May 30, 1986,  
to the Equipment Trust Agreement dated as of January 1,  
1974, the following information is set forth in accordance  
with the provisions of Section 57.4 of the Commission's  
Order of July 28, 1952, as amended:

Name and Address of Trustee - Lessor:

First Pennsylvania Bank, N.A.  
30 South 30th Street  
Philadelphia, Pennsylvania 19104

Name and Address of Guarantor - Lessee:

St. Louis Southwestern Railway Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, California 94105

General Description of the Equipment  
Covered by the Seventh Supplement:

<u>Number of Units</u>	<u>Description</u>
18	Non-mechanical refrigerators equipped with loading devices; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 23553 - 23559, 23570 - 23573, 23575 - 23577, 23580, 23582, 23585, and 23585.
3	Multi-level flatcars; Pullman, Inc. (Pullman-Standard Car Manufacturing), builder; lettered SSW and numbered 84923, 84925 and 84926.


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General Description of the Equipment Covered by the  
Assignment and Transfer of Certain Road Equipment:

<u>Number of Units</u>	<u>Description</u>
10	70-ton box cars; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 23475, 23605, 23645, 23650, 23655, 23670, 23674, 23687, 23698, and 23706.
4	100-ton box cars; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 23676, 23686, 23812, and 23816.
7	70-ton box cars; FMC Corporation, builder; lettered SSW and numbered 67418, 67462, 67554, 67558, 67676, 67691, and 67747.

When the recording of the Seventh Supplement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof and return four (4) each of the same to the undersigned.

Very truly yours,

  
Lenona Young  
Legal Assistant

Enclosures

cc: Mr. E. F. Grady  
(Attn.: Mr. C. D. Tyler)

7294-H  
Filed 1425

JUN 24 1986 - 10 15 PM

INTERSTATE COMMERCE COMMISSION

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

EQUIPMENT TRUST

SERIES NO. C

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of May 30, 1986

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FIRST PENNSYLVANIA BANK, N.A.

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,  
dated as of the 30th day of May, 1986, by FIRST PENNSYLVANIA  
BANK, N.A., formerly known as The First Pennsylvania Banking  
and Trust Company, a corporation duly organized and existing  
under the laws of the Commonwealth of Pennsylvania, Trustee  
under the Equipment Trust Agreement hereinafter mentioned  
(hereinafter called the "Trustee"), to ST. LOUIS SOUTHWESTERN  
RAILWAY COMPANY, a corporation duly organized and existing  
under the laws of the State of Missouri (hereinafter called  
the "Company").

WHEREAS, by a certain Equipment Trust Agreement,  
bearing date as of January 1, 1974, by and between the  
Trustee and the Company (hereinafter called the "Equipment  
Trust Agreement"), there was constituted the "St. Louis  
Southwestern Railway Company Equipment Trust, Series  
No. C," pursuant to which Trustee leased certain railroad  
equipment to the Company, upon the terms and conditions  
therein set forth; and

WHEREAS, certain box cars comprising said Trust  
Equipment (hereinafter called "Destroyed Equipment") have  
been destroyed, and in accordance with the provisions of  
said Equipment Trust and in anticipation and consideration  
of the release of such Destroyed Equipment, the Company has  
assigned and transferred to the Trustee other standard-gauge  
railroad equipment (hereinafter called the "Replacement  
Equipment"), other than work equipment, as specifically

described in the Seventh Supplement to Equipment Trust dated as of May 30, 1986 ("Seventh Supplement"):

<u>Number of Units</u>	<u>Description</u>
10	70-ton Box Cars; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 23475, 23605, 23645, 23650, 23655, 23670, 23674, 23687, 23698, and 23706.
4	100-ton Box Cars; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 23676, 23686, 23812, and 23816.
7	70-ton Box Cars; FMC Corporation, builder; lettered SSW and numbered 67418, 67462, 67554, 67558, 67676, 67691, and 67747.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Equipment Trust Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Trustee's acceptance of the Replacement Equipment to the Equipment Trust Agreement pursuant to the Seventh Supplement to Equipment Trust thereto, the Company is now entitled to the release of the aforesaid Destroyed Equipment under Section 4.09 of said Equipment Trust Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Destroyed Equipment

which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all the right, title and interest now owned or hereafter acquired by the Trustee in and to the said Destroyed Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Trustee hereby covenants with the Company, its successors and assigns, that the Trustee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

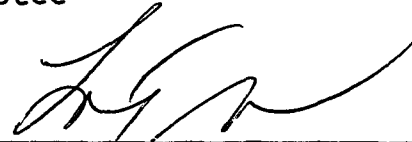
The Trustee does hereby constitute and appoint LYNN A. TUZINSKI to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgement, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the said Equipment Trust Agreement with respect to the above-described Destroyed Equipment, has caused these presents to be signed in its

name and its corporate seal to be hereunto affixed, duly  
attested, this 9<sup>th</sup> day of June, 1986.

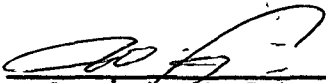
FIRST PENNSYLVANIA BANK, N.A.,  
Trustee

By



Corporate Trust Officer

Attest:




Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA     )  
  ) ss.  
CITY AND COUNTY OF PHILADELPHIA )

On this 10 day of June, 1986, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Corporate Trust Officer of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
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Notary Public  
GEORGIE E. CREDE  
Notary Public, Phila., Phila. Co.  
My Commission Expires Aug. 28, 1989